



"To enrich lives through effective and caring service"



Stan Wisniewski
Director

Kerry Silverstrom
Chief Deputy

May 30, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**CONTRACT FOR MARINA DEL REY WATER BUS SERVICE
(FOURTH DISTRICT)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Marina del Rey water bus service is categorically exempt under the California Environmental Quality Act pursuant to classes 4 (f) and (j) of the County's Environmental Document Reporting Procedures and Guidelines.
2. Approve award of and instruct the County Mayor to sign the attached one-year contract with Pacific Adventure Cruises, Inc. (Pacific), with two possible two-year option periods, for Marina del Rey water bus service from June 30, 2006 through September 4, 2006 during the initial term at an annual County cost not to exceed \$261,000; and authorize the Director of Beaches and Harbors to increase the contract sum of \$261,000 by a sum not exceeding 30 percent during each contract year in the event the service area/hours increase.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the contract will enable the Department to provide water bus service in Marina del Rey, providing residents and visitors with water transportation between six points in the Marina. By providing direct access to the water, as well as itself being a water activity, the program will attract visitors and encourage leisurely weekend use of

the Marina as a tourist destination, thereby increasing patronage of retail restaurants and other amenities and, therefore, revenue to the County. In addition, it will provide an alternative form of transportation for residents in the Marina, as well as provide bicyclists with improved public safety in the Marina by allowing them to avoid a portion of busy Washington Boulevard and the crossing of several Marina roads, thereby serving as an alternate connection to the South Bay Bicycle Trail (coastal bike path).

Implementation of Strategic Plan Goals

The water bus service provided by the contractor will promote and further the Board-approved Strategic Plan Goal of Service Excellence, by meeting the Departmental objective to facilitate enhanced use of Marina facilities and providing a transportation alternative.

FISCAL IMPACT/FINANCING

The total compensation for Marina del Rey water bus services is not to exceed \$261,000 in the aggregate in any contract year. It is anticipated that there will continue to be sufficient funding from beach and Marina sources for this expense. Subject to approval in the County budget process, the contract provides that the Director may increase the maximum annual amount of County-funded compensation by up to 30 percent in any year of the contract or any extension period. This will allow for additional compensation to the contractor in case the service area/hours covered by the contract are expanded after the start date of the contract. Should the service area/hours increase or decrease, compensation will be based on the quoted hourly rates.

The cost of the first year of this contract is included in the Department's 2006-2007 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract with Pacific is for water bus service for an initial one-year term from June 30, 2006 through September 4, 2006. The service will include six docking locations in the Marina at Fisherman's Village, Burton Chace Park, Marina Beach/Parcel 91 Dock, the Fire Station dock, the Dolphin Marina dock and Marina Harbor dock. The service will be provided on Fridays, from 5:00 p.m. to 12:00 a.m. (midnight), Saturdays, 11:00 a.m. to 12:00 a.m. (midnight), Sundays, from 11:00 a.m. to 9:00 p.m., four Thursday nights, from 5:00 p.m. to 12:00 a.m. (midnight), Labor Day 11:00 a.m. to 9:00 p.m., Monday July 3, 11:00 a.m. to 9:00 p.m., and Tuesday July 4, 11:00 a.m. to 12:00 a.m. (midnight).

The contractor will bill for the water bus service at fixed hourly rates up to a maximum of \$261,000. The contractor is to charge and retain a \$1 fee per passenger, per trip. The contractor will provide and be compensated for one operator per vessel and one docking assistant at each of the six docking locations. But for the potential 30 percent

increase in compensation in the instance of increased service area/hours, the contractor will not be asked to perform services that will exceed the approved annual contract amount, scope of work and contract dates.

Significant changes from last year's contract include the change in schedule commencement from late May to late June and expanding the peak weekend operating hours until midnight. The Department estimates that these program modifications will significantly increase water bus patronage that totaled 10,259 passengers last year.

The contract contains the County's standard provisions regarding contractor obligations and is in compliance with all Board, Chief Administrative Office and County Counsel requirements.

The contract is not subject to the County's Living Wage Ordinance as the services are of a technical nature and are being utilized on a temporary basis.

The contract has been approved as to form by County Counsel. The CAO's Risk Management Office has approved the insurance coverage, indemnification, and liability provisions included in the contract.

The Small Craft Harbor Commission (SCHC) meeting scheduled for May 2006 was cancelled due to lack of a quorum, and thus the SCHC has not made a recommendation.

ENVIRONMENTAL DOCUMENTATION

Because the water bus service will at most involve only minor alterations to existing mooring facilities, this project is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to classes 4 (f) and (j) of County's Environmental Document Reporting Procedures and Guidelines.

CONTRACTING PROCESS

The Department conducted a Request for Proposals (RFP) process in selecting its proposed contractor. This contract solicitation was advertised in the LA Wave West, the Culver City News, the Daily Breeze, the LA Wave East, the Los Angeles Daily News, the Lynwood Journal, the Los Angeles Times, the Compton Bulletin and the Santa Monica Daily Press. The opportunity was also advertised on the County Internet Vendor Registration System (WebVen) site (Attachment 1), as well as the Department's own Internet site. The RFP was sent out by direct mail to a list of 33 water vessel operators.

One firm, Pacific, submitted a proposal. Pacific's proposal met the RFP's minimum requirements for evaluation.

A three-person evaluation committee composed of two staff members from the Department's Community and Marketing Services Division and one staff member from the Department's Asset Management and Planning Bureau evaluated the proposal based on a weighted evaluation of: (1) price, 45 percent; (2) approach to contract requirements, 20 percent; (3) experience and organizational resources, 20 percent; and (4) references, 15 percent.

Pacific has experience in providing water bus services in Marina del Rey as it performed these services last year, and did so in a satisfactory manner.

Attachment 2 details the minority and gender composition of the proposer. Pacific is not a CBE. However, on final analysis and consideration of award, Pacific was selected without regard to gender, race, creed or color.

The contract allows no cost of living adjustment (COLA) in the contractor's rate of compensation.

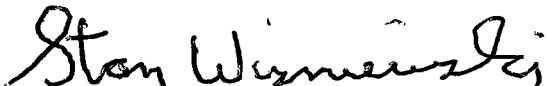
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Although provided last summer season, the Department is not currently providing this water bus service, so this program will be an enhancement in services to the residents of and visitors to Marina del Rey.

CONCLUSION

Instruct the Executive Officer to send one approved copy of this letter and two executed copies of the contract to the Department of Beaches and Harbors.

Respectfully submitted,



Stan Wisniewski, Director

SW:so

Attachments (3)

C: Chief Administrative Officer
County Counsel

Award information has not been added at this time.

Bid Information

Bid Number : DBH-18
Bid Title : Marina Del Rey Water Bus Service
Bid Type : Service
Department : Beaches and Harbors
Commodity : BOATS, OVER 21 FEET (INCLUDING FERRIES)
Open Date : 2/2/2006
Closing Date : 3/2/2006 12:05 PM
Notice of Intent to Award : [View Detail](#)
Bid Amount : \$ 261,000
Bid Download : [Available](#)
Bid Description : The Los Angeles County Department of Beaches and Harbors is seeking a qualified and experienced operator (Contractor) to provide Water Bus services in Marina del Rey for an initial term from June 30, 2006 to September 4, 2006. Proposals must be in the form described in the Request for Proposal (RFP). Selection of a contractor will be based on the qualifications of the operators' submitting proposals as well as their prices for performing the work.

A Mandatory Proposers' Conference will be held at 9:00 a.m. on Thursday, February 16, 2006 at the Chace Park Community Building, 13650 Mindanao Way, Marina del Rey. The deadline for submitting proposals is 5:00 p.m., March 2, 2006.

Contractor's submitting proposals must have a minimum of five years in the field of providing a water bus or similar transportation service. The County may require additional minimum qualifications.

To receive a copy of the RFP, either telephone (310) 577-5736, send an e-mail with Marina Del Rey Water Bus RFP in the subject line to sorellana@lacodbh.org, visit http://lacounty.info/doing_business/main_db.htm, or write:

Department of Beaches and Harbors
Marina Del Rey Water Bus Service RFP
13837 Fiji Way
Marina del Rey, CA 90292

The County reserves the right to cancel the RFP and to modify any and all terms and conditions of the RFP, including minimum requirements. For further information, call Susy Orellana at (310) 577-5736.

Contact Name : Susy Orellana
Contact Phone# : (310) 577-5736
Contact Email : sorellana@lacodbh.org
Last Changed On : 2/1/2006 8:05:06 PM

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**MARINA DEL REY WATER BUS SERVICE
PROPOSERS
FIRM/ORGANIZATION INFORMATION**

Attachment 2

PROPOSER	COMPOSITION	OWNERS/ PARTNERS/ ASSOCIATE PARTNERS		MGRS		STAFF		TOTAL	% OWNERSHIP	
		M	F	M	F	M	F		M	F
Pacific Adventure Cruises	Black/African American							0		
	Hispanic/Latino							0		
	Asian or Pacific Islander							0		
	Amer. Indian/Alaska Native							0		
	Filipino American							0		
	White	2	1	1	1			4	67	33
	TOTALS	2	1	1	1	0	0	4	67	33

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR MARINA DEL REY WATER BUS SERVICE

PART ONE – GENERAL CONDITIONS

1.1 INTRODUCTION

1.1.1 Parties. This Contract is entered into by and between the County of Los Angeles (the "County") and Pacific Adventure Cruises (the "Contractor").

1.1.2 Recitals. The Contract is intended to integrate within one document the terms for the Marina del Rey water bus service to be performed for the County by the Contractor. The Contractor represents to the County that the express representations, certifications, assurances and warranties given in this Contract, including but not limited to those in Sections 3.2, 3.3, 3.4, 3.6, 3.21 and 3.31 and in Form P-1 (Offer to Perform and Price Proposal) and Form P-2 (Proposer's Work Plan) are true and correct. The Contractor further represents that the express representations, certifications, assurances and warranties given by the Contractor in response to the Request for Proposals are true and correct, including but not limited to Forms P-3, P-4, P-5, P-6, P-7, P-8, P-9, and P10 submitted with the Contractor's Proposal.

1.1.3 Effective Date. The effective date of this Contract shall be the later of June 30, 2006 or the date of Board approval.

1.1.4 Contract Provisions. The Contract is comprised of this Part 1 (General Conditions), Part 2 (Statement of Work), Part 3 (Standard Contract Terms and Conditions), Form P-1 (Offer to Perform and Price Proposal), and Form P-2 (Work Plan), Exhibit 1 (Water Bus Performance Standards), Exhibit 2 (Bus Stops), Exhibit 3 (Performance Requirement Summary Chart), Exhibit 4 (Contract Discrepancy Report), Exhibit 5 (IRS Notice 1015) and Exhibit 6 (Safely Surrendered Baby Law), all of which are attached to this Contract and incorporated by reference. It is the intention of the parties that when reference is made in this Contract to the language of the Request for Proposals (RFP), the Exhibits or the Proposal, such language shall be deemed incorporated in the Contract as if fully set forth. To the extent there is any

inconsistency between the language in Forms P-1 and P-2 and any other part of the Contract, the language of such other part of the Contract shall prevail.

1.1.5 Work to be Performed. Contractor shall perform the work set forth in Part 2 and Form P-2.

1.1.6 Rescission. The County may rescind the Contract for the Contractor's misrepresentation of any of the matters mentioned in Section 1.1.2. In the case of a misrepresentation of the facts set forth in Section 3.6, a penalty may be assessed in the amount of the fee paid by the Contractor to a third person for the award of the Contract.

1.1.7 Supplemental Documents. Prior to commencing services under the Contract, the selected Proposer shall provide the Contract Administrator with satisfactory written proof of insurance complying with Section 3.9.

1.2 INTERPRETATION OF CONTRACT

1.2.1 Headings. The headings contained in the Contract are for convenience and reference only. They are not intended to define or limit the scope of any provision of the Contract.

1.2.2 Definitions. The following word shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used.

Board, Board of Supervisors. The Board of Supervisors of Los Angeles County.

Chief, Community and Marketing Services Division. The Chief of the Department's Community and Marketing Services Division.

Contract. An agreement for performance of the work between the selected Proposer and the County, approved by the Board of Supervisors, which incorporates the items enumerated in Section 1.1.4.

Marina del Rey Water Bus Contract

Contract Administrator. The Chief, Community and Marketing Services Division or designee.

Contractor. The Proposer whose Proposal is accepted by the Board of Supervisors for performance of the Contract work.

County. The County of Los Angeles.

County Counsel. The Los Angeles County Counsel.

Department. The Los Angeles County Department of Beaches and Harbors.

Director. The Director of the Department.

Offer to Perform and Price Proposal. Form P-1 of the Contract.

Performance Standard. The essential terms and conditions for the performance of the Contract work as defined in the Contract.

Proposer. Any person or entity authorized to conduct business in California who submits a Proposal.

Request for Proposals (RFP). The solicitation to this Contract issued February 2, 2006.

Subcontractor. A person, partnership, company, corporation, or other organization furnishing services to the Contractor, at any tier, under written agreement.

1.3 CONTRACT TERM

1.3.1 Initial Term. The initial Contract term shall commence on the later of June 30, 2006 or the date of approval of the Contract by the Board of Supervisors and end on September 4, 2006 (Labor Day).

1.3.2 Two Two-Year Extension Options. If the Director determines that it is in the interest of the County to do so, he may grant up to two two-year extensions of the Contract term. The Director may exercise the first option by notifying the Contractor in writing before the Contract expiration date. The Director may exercise the second option by notifying the Contractor in writing before the expiration of the second Contract Year of the first option.

1.3.3 Survival of Obligations.

Notwithstanding the stated term of the Contract, some obligations assumed in the Contract shall survive its termination, such as, but not limited to, the Contractor's obligation to retain and allow inspection by the County of its books, records and accounts relating to its performance of the Contract work.

1.4 COMPENSATION

1.4.1 Contract Sum. The net amount the County shall expend from its own funds during the Contract term for water bus services shall not exceed \$261,000. The County may at its discretion expend any portion, all or none of that amount.

1.4.2 Increase of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice, increase the \$261,000 sum referenced in Section 1.4.1 by up to 30 percent during the Contract term to accommodate an increase in staffing, additional bus stops and/or working hours in accordance with Section 1.4.4, subject to the availability of the funds in the Department's budget. The Contract Sum so increased shall not exceed \$339,300.

1.4.3 Decrease of Contract Sum by Director. Notwithstanding Section 1.4.1, the Director may, by written notice, decrease the Contract Sum to accommodate a decrease in staffing and/or working hours in accordance with Section 1.4.4. The decreased Contract Sum will be calculated based on the hourly rates on Form P-1.

1.4.4 Change of Staff and Working Hours. On reasonable written notice, the Director may require the Contractor to either increase or decrease the assigned number of staff and/or working hours. Notice of seven (7) days shall always be deemed reasonable.

1.4.5 Contractor's Invoice Procedures.

1.4.5.1 The Contractor shall submit two copies of an invoice to the Department on or before the fifteenth day of each month for work performed during the preceding calendar month. Invoices shall identify the Contract number, the dates, hours, and number of operators and assistants used to perform the service.

1.4.5.2 Upon the Department's receipt and the Contract Administrator's review and approval of the invoice, the County shall pay the net amount currently payable shown on the invoice less any other setoff or deduction authorized by Part 2 of the Contract. Such setoffs and deductions include, but are not limited to, liquidated damages pursuant to Part 2 and the cost of replacement services.

LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR MARINA DEL REY WATER BUS SERVICE

PART TWO – STATEMENT OF WORK

2.1 GENERAL REQUIREMENTS

2.1.1 Contractor's Work Plan. Subject to all other terms and conditions of the Contract, Contractor shall perform the work and maintain quality control in accordance with the Work Plan and other representations submitted with the Contractor's Proposal.

2.1.2 Materials, Labor and Expenses.

2.1.2.1 All materials, equipment and labor to be used in the work shall be furnished by the Contractor at the Contractor's expense.

2.1.2.2 All of Contractor's expenses on account of the work, including but not limited to travel, meals and lodging, shall be borne by the Contractor.

2.1.3 Equipment. Vessels should meet performance standards listed in Exhibit 1. Such standards are subject to but not limited to the following general requirements: 1) capacity of 20 passengers (49 if alternative vessels are used); 2) be able to accommodate bicycles and strollers; and 3) be ADA accessible.

2.1.4 Contractor's Office. The Contractor shall maintain a local address in Southern California with a listed telephone number where its officers or owners may be contacted personally, by telephone and by mail.

2.1.5 Communication with Department. The Contractor shall maintain communication systems that will enable the Department to contact the Contractor at all times during regular business hours. The Contractor shall return calls during business hours not later than the next business day and as soon as reasonably possible if the call is designated urgent. The Contractor shall provide an answering service, voicemail or telephone message machine to receive calls at any time Contractor's office is closed.

2.1.6 Contractor to Make Weekly and Monthly Reports. During the Contract term,

the Contractor shall report in writing to the CA every Monday a daily passenger count per hour, per location and the total amounts collected per day. The Contractor shall also provide, by the 15th of every month, covering the prior calendar month, a monthly fuel consumption report and a list of any problems and their resolution during the prior month's services.

2.1.7 Contractor to Maintain Files. The Contractor shall maintain copies of files and documents prepared for the Department, including supporting and backup data, and shall deliver copies of the files and documents to the Department upon the CA's request.

2.2 PERSONNEL

2.2.1 Contractor's Representative (CR).

2.2.1.1 The Contractor shall designate a full-time employee as Contractor's Representative (CR) who shall be responsible for Contractor's day-to-day activities related to the work. The Contractor may designate himself or herself as the CR.

2.2.1.2 The CR shall be available to the County Contract Administrator on reasonable telephone notice each business day and at other times as required by the work.

2.2.1.3 The CR shall have full authority to act for the Contractor on all matters relating to the performance of the Contract work.

2.2.2 General Personnel Requirements.

2.2.2.1 The Contractor shall ascertain that persons performing Contract services are of sound physical and emotional condition necessary to perform required duties.

2.2.2.2 Personnel employed by the Contractor and assigned to perform Contract work shall have no serious misdemeanor, theft, or felony conviction.

2.2.2.3 Personnel employed by the Contractor and assigned to perform Contract work shall be at their assigned worksite(s) during the hours of operation of the water bus service. In the event of an employee's illness or other emergency necessitating their absence, the Contractor shall provide replacement personnel.

2.2.2.4 All personnel assigned by the Contractor to perform "Contract" work shall at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge employees. However, at the request of the Director, the Contractor shall immediately exclude any member of the Contractor's staff from working on this Contract. The County reserves the right to conduct a background investigation of the Contractor's staff and to bar any of the Contractor's staff from performing on this Contract.

2.2.2.5 The Contractor shall provide the County with a current list of employees, including but not limited to management, and shall keep this list updated during the Contract term.

2.2.3 County Contract Administrator (CA).

2.2.3.1 The Department shall appoint a Contract Administrator (CA), which shall be the Chief, Community and Marketing Services or designee.

2.2.3.2 The CA will be responsible for ensuring that the objectives of the Contract are met and shall direct the Contractor as to the County's policy, information and procedural requirements.

2.2.3.3 The CA is not authorized to make any changes in the terms and conditions of the Contract or to obligate the County in any manner.

2.3 SCOPE OF WORK AND OBJECTIVES

2.3.1 Vessels and Staff. It is preferred the Contractor operate and maintain clean fuel vessels for regular water bus service. Although the County is not requiring a specific number of vessels be used, based upon past experience, it has taken up to four vessels during peak hours, for instance, concert nights and during holidays, to meet satisfactory response times. Please note that if vessels used to meet Contract obligations require more than one

operator, the County will only pay for one operator per vessel. The County also requires one employee at each bus stop to handle ticketing and assist in boarding and unloading passengers in accordance with Form P-2.

It is required that all vessels during hours of scheduled operation display identical signage that will be provided by the Department in order to build awareness of the bus service. Proposals will be favorably evaluated if the vessels to be used for the bus service are consistent in color.

Contractor shall be responsible for all vessel maintenance, storage and upkeep.

Contractor is responsible for ensuring that all dock attendants are attired in navy colored Dockers/slacks, gray polo shirts with the water bus logo and navy colored jackets with the water bus logo. The water bus logo will be designed by the County and the graphic design will be provided to the Board approved contractor. The Contractor will then be responsible for manufacturing/placing the County designed logo on the gray polo shirts and Navy colored jackets.

2.3.2 Schedule. Contractor shall maintain a regular weekly schedule, Friday evenings, 5:00 p.m. to midnight, Saturdays, 11:00 a.m. to midnight, Sundays, Monday July 3, and Labor Day, 11:00 a.m. to 9:00 p.m., Fourth of July from 11:00 a.m. to midnight and four Marina del Rey Summer Concert Series Thursday nights from 5:00 p.m. to midnight. An additional 30 minutes has been added to the "Hours per Day" on form P-1 to accommodate the Contractor's "set up/shut down" time. The hours of operation will remain the same for the option extension years, with variations to accommodate holiday dates. Upon Contract renewal, at the discretion of the Director, an updated schedule will be provided by the Department. All hours are subject to change.

The Contractor shall provide water bus service within the established bus schedule.

2.3.3 Licenses. Operator shall possess a valid Vessel Common Carrier (VCC) license issued by the California Public Utilities Commission (CPUC) adequate to perform the services herein described, a Los Angeles County Business License and any other licenses

Marina del Rey Water Bus Contract

required for a water bus/ferry operation in Marina del Rey.

2.3.4 Rules and Procedures. The Contractor shall post facility rules and procedures, subject to Departmental approval, to ensure that the water bus operation, i.e., boarding, waiting, and disembarking, are conducted in a safe and efficient manner.

The Contractor shall operate the water bus service according to the posted rules and procedures.

2.3.5 Permits. Contractor must obtain a Right of Entry Permit to County parcels. If a Coastal Development Permit is required, the Department will assist the Contractor in obtaining one from the California Coastal Commission. In the event no Coastal Development Permit can be obtained, the County may terminate this Contract in accordance with Section 3.18.

2.3.6 Fare/Day/Season Pass. The Contractor shall charge a fare of \$1 per passenger. In addition, the Contractor shall develop and sell a day and a season pass, the day pass costing \$5.00 for one entire day, and the season pass costing \$30.00 for the entire summer. The day and season passes will be nontransferable and identification will be necessary for their use. The Contractor shall retain all monies collected for both the fare and the day and season passes. The Contractor shall keep detailed records of the monies collected, along with the daily passenger count, per hour, per location, as required in Section 2.1.6, and forward those records to the County on a weekly basis.

2.3.7 Publicity. The Department will collaborate on development and implementation of an aggressive campaign to advertise and promote the water bus service. Media and community outreach will include press releases, website bus schedule, brochures, and appropriate signage throughout the Marina and at the bus stops. The Contractor will implement and cooperate with all marketing programs.

2.3.8 Alternative Transportation. If a person expresses a need for alternative transportation due to a disability at any of the six bus stops, the County has contracted with

United Independent Taxi to make available, within 15 minutes, a land-based alternative taxi service, providing fully accessible transportation vehicles between bus stops. The County will post signage at each bus stop, advising disabled persons of the availability of the alternative transportation.

Contractor will be responsible for:

- Ensuring that each employee is aware of this requirement and is familiar with notification and dispatch procedures to use;
- Contacting United Independent Taxi upon the request of any disabled person and their party;
- Ensuring that the disabled passenger is issued a payment voucher; and
- Keeping accurate records of each transaction for inclusion in the required monthly report (Section 2.1.6).

2.4 QUALITY ASSURANCE

2.4.1 Purpose of Standards. The Contractor will observe, at a minimum, the standards set forth in this Section 2.4, and acknowledges that the adequacy of its compliance with the Contract shall be measured by these standards as well as all other terms and conditions of the Contract.

2.4.2 Performance Evaluation. The County or its agent will evaluate Contractor's performance under this Contract on a monthly basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

2.4.3 Contractor's Quality Control Plan. The Contractor shall comply with Contractor's Quality Control Plan (Form P-3), which shall be incorporated in the Contract by reference. To

the extent that provisions of Contractor's Quality Control Plan are inconsistent with any other part of the Contract, they shall be ineffective. The Contractor shall not change the Quality Control Plan without written approval of the Director or his designee.

2.4.4 County's Quality Assurance Plan.

2.4.4.1 The methods and standards by which Contractor's performance shall be evaluated include, but are not limited to, those described in the Performance Requirement Summary Chart (Exhibit 3).

2.4.4.2 Contractor's compliance with the performance standards identified in Exhibit 3 shall be evaluated monthly as provided in Section 2.4.2.

2.4.4.3 The Contractor agrees to and accepts the performance standards, including, but not limited to, the sums set forth as liquidated damages for unacceptable performance.

2.4.4.4 Failure to perform the Contract in accordance with the performance standards is considered unacceptable and an event of default under the Contract. The CA may issue a Discrepancy Report (DR) (Exhibit 4) to the Contractor in any incident of failure to comply with the performance standards or other unacceptable performance. In the case of continuing deficiencies, the CA may issue a separate DR each day the deficiency continues.

2.4.4.5 The Contractor shall immediately correct unacceptable performance and shall explain in writing within seven days of the date of the DR what caused the unacceptable performance, how and when performance will be returned to acceptable levels, and how the unacceptable performance will be prevented in the future. After considering the incident, the Contractor's statement and any history of unacceptable performance, the Director may excuse the incident, assess and collect liquidated damages in the manner and amount described in Exhibit 3, or proceed with Contract termination as provided in Section 3.16.

2.4.5 Liquidated Damages.

2.4.5.1 In any case of the Contractor's failure to meet the performance requirements stated in Exhibit 3, the County may, in lieu of other

remedies provided by law or the Contract, assess liquidated damages in the sums specified in Exhibit 3 and deduct them from the next regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for the specifically-identified instances of nonperformance or inadequate performance on Exhibit 3 nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnity against third-party claims.

2.4.5.2 The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

- All the time limits and acts required to be done by both parties are of the essence of the Contract;
- The Contract contains a reasonable statement of the work to be performed in order that expectation of the parties to the Contract are realized. The expectation of the County is getting the Contract work performed in accordance with the terms and conditions of the Contract at the Proposal price, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and condition of the Contract at the Proposal price;
- The parties are not under any compulsion to Contract;
- The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
- The County will incur the cost of obtaining substitute performance or terminating the Contract, in the event of the Contractor's failure to perform the Contract work; and

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- The liquidated sums specified in Exhibit 3 represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

**LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS
CONTRACT FOR MARINA DEL REY WATER BUS SERVICE**

PART THREE – STANDARD CONTRACT TERMS AND CONDITIONS

3.1 LIMITATION OF COUNTY'S OBLIGATION IN CASE OF NONAPPROPRIATION OF FUNDS

3.1.1 The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract. All funds for payment after June 30th of any fiscal year are subject to County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.

3.1.2 In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the services shall be terminated as of June 30th of the last fiscal year for which funds were appropriated.

3.2 NONDISCRIMINATION IN EMPLOYMENT

3.2.1 The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin. Such action shall include, by way of example without limitation: employment; upgrading; recruitment or recruitment advertising; demotion or transfer; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.2.2 The Contractor certifies and agrees that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by the employer without regard to or because of race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin, and in compliance with all antidiscrimination laws of the United States of America and the State of California.

3.2.3 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to their race, color, religion, sex, ancestry, age, physical disability, marital status, political affiliation, or national origin.

3.2.4 The Contractor shall allow the County access to its employment records during regular business hours to verify compliance with these provisions when requested by the County.

3.2.5 If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to terminate the Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, a final determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated state or federal antidiscrimination laws shall constitute a finding on which the County may conclusively rely that the Contractor has violated the antidiscrimination provisions of the Contract.

3.2.6 The parties agree that in the event the Contractor violates the antidiscrimination provisions of the Contract, the County shall at its option be entitled to a sum of five hundred dollars (\$500) pursuant to Section 1671 of the California Civil Code as damages in lieu of terminating the Contract.

3.3 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS. The Contractor hereby assures it will comply with all applicable federal and state statutes to the end that no person shall, on the grounds of race, religion, ancestry, color, sex, age, physical disability, marital status, political affiliation or national origin, be excluded from participation in, be denied the benefits of, nor be otherwise subjected to discrimination under the Contract or under any project, program, or activity supported by the Contract.

3.4 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

3.4.1 The Contractor agrees to comply with all applicable federal, state, County and city laws, rules, regulations, ordinances, or codes, and all provisions required by these laws to be included in the Contract are incorporated by reference.

3.4.2 The Contractor warrants that it fully complies with all statutes and regulations regarding the employment eligibility of foreign nationals; that all persons performing the Contract work are eligible for employment in the United States; that it has secured and retained all required documentation verifying employment eligibility of its personnel; and that it shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

3.4.3 The Contractor agrees to indemnify and hold the County harmless from any loss, damage or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations or ordinances.

3.5 GOVERNING LAW. The Contract shall be construed in accordance with and governed by the laws of the State of California.

3.6 COVENANT AGAINST CONTINGENT FEES

3.6.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies under contract with the Contractor for the purpose of securing business.

3.6.2 The County shall have the right to terminate the Contract for a breach of this warranty, and, at its sole discretion, recover from the Contractor by way of such means as may be available the full amount of any commission, percentage, brokerage or contingent fee paid.

3.7 TERMINATION FOR IMPROPER CONSIDERATION

3.7.1 The County may, by written notice to the Contractor, immediately terminate the right of

the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

3.7.2 Among other items, such improper consideration may take the form of cash, discounts, services, tangible gifts or the provision of travel or entertainment.

3.7.3 The Contractor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

3.8 INDEMNIFICATION. The Contractor shall indemnify, defend and hold harmless the County and its Special Districts, elected and appointed officers, employees and agents ("County") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from or connected with Contractor's operations or its services, which result from bodily injury, death, personal injury or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense ensuing from the active negligence of the County.

3.9 INSURANCE

3.9.1 General Insurance Requirements. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-

insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.

3.9.2 Evidence of Insurance. Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Department of Beaches and Harbors, Contract Section, 13837 Fiji Way, Marina del Rey CA 90292 prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract;
- (2) Clearly evidence all coverages required in this Contract;
- (3) Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance;
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract;
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

3.9.3 Insurer Financial Ratings. Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

3.9.4 Failure to Maintain Coverage. Failure by the Contractor to maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the Contract upon which the County may immediately

terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage and, without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

3.9.5 Notification of Incidents, Claims or Suits. Contractor shall report to County:

- (1) Any accident or incident related to services performed under this Contract, which involves injury or property damage, which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
- (3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County CA.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

3.9.6 Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, Contractor shall pay full compensation for all costs incurred by the County.

3.9.7 Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all Subcontractors performing services under this Contract meet insurance requirements of this Contract by either: Contractor providing evidence to the CA of insurance covering the activities of Subcontractors, or Contractor providing evidence to the CA, submitted by Subcontractors, evidencing that Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

3.9.8 Insurance Coverage Requirements.

The Contractor shall maintain the insurance coverages specified in this Section 3.9.8 in the amounts specified.

3.9.8.1 General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 million

Products/Completed Operations Aggregate:
\$1 million

Personal & Advertising Injury: \$1 million

Each Occurrence: \$1 million

3.9.8.2 Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3.9.8.3 Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, the above insurance also shall include employers' liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease – policy limit: \$1 million

Disease – each employee: \$1 million

3.9.8.4 Protection and Indemnity Liability (P&I) Insurance covering third-party liability for property damage incurred by marine vessels as well as liability under general maritime law for bodily injury with limits of not less than \$50 million or as approved by County.

3.10 STATUS OF CONTRACTOR'S EMPLOYEES; INDEPENDENT STATUS OF CONTRACTOR

3.10.1 Contractor shall at all times be acting as an independent contractor. The Contract is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between the County and Contractor.

3.10.2 Contractor understands and agrees that all of Contractor's personnel who furnish services to the County under the Contract are employees solely of Contractor and not of County for purposes of Workers' Compensation liability.

3.10.3 Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to Contractor's personnel for injuries arising from or connected with the performance of the Contract.

3.11 RECORD RETENTION AND INSPECTION

3.11.1 The Contractor agrees that the County or any duly authorized representative shall have the right to examine, audit, excerpt, copy or transcribe any transaction, activity, time card, cost accounting record, financial record, proprietary data or other record pertaining to the Contract. Contractor shall keep all such material for four years after the completion or termination of the Contract, or until all audits are complete, whichever is later.

3.11.2 If any such records are located outside the County of Los Angeles, the Contractor shall pay the County for travel and per diem costs connected with any inspection or audit.

3.12 AUDIT SETTLEMENT

3.12.1 If, at any time during the term of the Contract or at any time after the expiration or termination of the Contract, authorized representatives of the County conduct an audit of the Contractor regarding performance of the Contract and if such audit finds that the County's obligation for the Contract payment is less than the payments made by the County to the Contractor, then the Contractor agrees that the difference shall be either paid forthwith by the Contractor, or at the Director's option, credited to the County against any future Contract payments.

3.12.1.1 If such audit finds that the County's obligation for the Contract payment is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County, provided that in no event shall the County's maximum obligation under the Contract exceed the funds appropriated by the County for the purpose of the Contract.

3.13 VALIDITY. The invalidity in whole or in part of any provision of the Contract shall not void or affect the validity of any other provision.

3.14 WAIVER. No waiver of a breach of any provision of the Contract by either party shall constitute a waiver of any other breach of the provision. Failure of either party to enforce a provision of the Contract at any time, or from time to time, shall not be construed as a waiver of the provision or any other provision. The Contract remedies shall be cumulative and additional to any other remedies in law or in equity.

3.15 DISCLOSURE OF INFORMATION

3.15.1 The Contractor shall not disclose any details in connection with the Contract or any work performed under the Contract to any third party, except as may be required by law or as expressly authorized in writing by the Director.

3.15.2 However, recognizing the Contractor's need to identify its services and clients, the Contractor may publicize the Contract work, subject to the following limitations:

(1) All publicity shall be presented in a professional manner.

(2) The name of the County shall not be used in commercial advertisements, press releases, opinions or featured articles, without the prior written consent of the Director. The County shall not unreasonably withhold written consent, and approval by the County shall be deemed to have been given in the absence of objection by the County within two (2) weeks after receipt by the CA of the material submitted by the Contractor for approval by the County.

(3) The Contractor may list the County in any other proposal submitted in response to a request for proposals or bids from a third party without prior written permission of the County.

3.16 COUNTY'S REMEDIES FOR DEFAULT

3.16.1 If the Contractor fails to perform the Contract work in accordance with the covenants, terms and conditions of the Contract or fails to comply with any other material covenant, term or condition of the Contract, the County may, by written notice of default to the Contractor, terminate the whole or any part of the Contract. Nothing in this Section 3.16 shall prevent the County from recovering any and all damages arising from the default. The County may elect not to terminate the Contract without waiving its right to such recovery.

3.16.2 Contractor shall have ten (10) calendar days from written notification of default in which to cure the default. The County, in its sole discretion, may by written notice allow a longer or additional period for cure.

3.16.3 If the Contractor does not cure the default within the time specified by the notice of default or written extension of time, the Contract shall be terminated. In such event, all finished or unfinished documents, data and reports prepared by the Contractor under this Contract shall be transferred immediately to the County.

3.16.4 In the event the County terminates the Contract in whole or in part for the Contractor's default, the County may procure replacement services from a third party or by County's employees upon such terms and in such manner as the County deems appropriate. The Contractor shall be liable to the County for any excess costs arising from the use of replacement services. Excess costs shall consist of those costs incurred by the County in procuring replacement services, which exceed the costs the County would have been obligated to pay the Contractor for the services in question. The Contractor shall continue performance of any part of the Contract work not terminated.

3.16.5 Except with respect to defaults of Subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the federal and

state governments in their sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor arising from causes beyond the control of both Contractor and Subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless the Contractor had sufficient time to obtain performance from another party.

3.16.6 If, after termination, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Contract were terminated pursuant to Section 3.18 (Termination for Convenience of the County).

3.16.7 The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

3.17 DEFAULT FOR INSOLVENCY

3.17.1 Notwithstanding the provisions of Section 3.16, the County may cancel the Contract for default without giving the Contractor written notice of default and time to cure upon the occurrence of any of the following events:

(1) The Contractor becomes insolvent. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, whether it has filed for federal bankruptcy protection and whether it is insolvent within the meaning of the federal bankruptcy law.

(2) The filing of a voluntary petition to have the Contractor declared bankrupt.

(3) The appointment of a receiver or trustee for the Contractor.

(4) The execution of the Contractor of an assignment of the Contract for the benefit of creditors.

3.17.2 The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any rights and remedies provided by law or under the Contract.

3.18 TERMINATION FOR CONVENIENCE OF THE COUNTY

3.18.1 The performance of the Contract work may be terminated in whole or in part from time to time when such action is deemed by the County to be in its best interest, subject to delivery to the Contractor of a ten (10) day advance notice of termination specifying the extent to which the Contract work is terminated, and the date upon which such termination becomes effective. After receipt of a notice of suspension of performance or termination, the Contractor shall stop the Contract work on the date and to the extent specified in the notice.

3.18.2 County may suspend performance or terminate the Contract without liability for damages if County is prevented from performing by reasons beyond its control, including but not limited to operation of laws, acts of God, and official acts of local, state, or federal authorities.

3.18.3 The County and Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this Section, which amount shall be the applicable hourly rate for the applicable time period, provided that such amount shall not exceed the total obligation to pay for the Contract work performed as reduced by the amount of Contract payments otherwise made.

3.18.4 The Contractor shall make available to the County, for a period of four (4) years after Contract termination, at all reasonable times, at the office of the Contractor, all books, records, documents, or other evidence bearing on the costs and expenses of the Contractor with respect to the termination under this Section of the Contract work. In the event records are located outside the County of Los Angeles, the Contractor will pay the County for traveling and per diem costs connected with the inspection or audit.

3.19 NOTICE OF DELAY. Except as otherwise provided, when either party knows of any fact that will prevent timely performance of the Contract, that party shall give notice, including all relevant information, to the other party within five (5) days.

3.20 NOTIFICATION. Except as otherwise provided by the Contract, notices desired or

required to be given by law or under the Contract may, at the option of the party giving notice, be given by enclosing a written notice in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States mail. Any such notice shall be addressed to the Contractor at the address shown for the Contractor in the Proposal or such other place designated in writing by the Contractor. Notice to the County shall be addressed to the Director, Department of Beaches and Harbors, 13837 Fiji Way, Marina del Rey, California 90292, or such other place as the Director may designate in writing.

3.21 CONFLICT OF INTEREST

3.21.1 The Contractor represents and warrants the statements set forth in the conflict of interest certification of its Proposal are true and correct.

3.21.2 The Contractor further agrees that anyone who is an employee or former employee of the County at the time of execution of the Contract by the Board of Supervisors and who subsequently becomes affiliated with the Contractor in any capacity shall not perform the Contract work or share in the Contractor's profits for a period of one (1) year from the date of termination of the employee's employment with the County.

3.21.3 The County shall have the right to terminate the Contract for a breach by the Contractor of either its warranty or promise on the absence of the prohibited conflicts of interest.

3.22 DELEGATION AND ASSIGNMENT

3.22.1 The Contractor may not delegate its duties or assign its rights under the Contract, either in whole or in part, without the written prior consent of the Director. Any delegation of duties or assignment of rights under the Contract without the expressed written consent of the County shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.22.2 Any delegation of duties or assignment of rights (including but not limited to a merger, acquisition, asset sale and the like) shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the

Director for approval of an assignment shall include all information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work pursuant to Section 3.23.

3.23 SUBCONTRACTING

3.23.1 Performance of the Contract work may not be subcontracted without the express written consent of the Director or authorized representative. Any subcontract of the Contract work without the express written consent of the Director or authorized representative shall be null and void and shall constitute a breach for which the Contract may be terminated.

3.23.2 The Contractor's request to the Director for approval to enter into a subcontract of the Contract work shall include:

- (1) A description of the work to be performed by the Subcontractor;
- (2) Identification of the proposed Subcontractor and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition used in selecting the proposed Subcontractor;
- (3) The proposed subcontract amount, together with the Contractor's cost or price analysis; and
- (4) A copy of the proposed subcontract.

3.23.3 In the event the Director or authorized representative should consent to a subcontract for the performance of the Contract work, the terms and conditions of the Contract shall be made expressly applicable to the work that is to be performed by the Subcontractor.

3.23.4 In the event the Director or authorized representative should consent to a subcontract, the Contractor shall provide in the approved subcontract an agreement that the work of the Subcontractor is pursuant to the terms of a prime contract with the County of Los Angeles, and that all representations and warranties shall inure to the benefit of the County of Los Angeles.

3.23.5 Subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts shall not relieve the Contractor from performing

the Contract work in accordance with the terms and conditions of the Contract. Approval of any subcontract by the County shall not be construed as effecting any increase in the compensation to be paid for the Contract work.

3.23.6 Any later modification or amendment of the subcontract shall be approved in writing by the Director or authorized representative before such modification or amendment is effective.

3.24 CHANGES AND AMENDMENTS

3.24.1 Except as provided in this Section 3.24, modifications of this Contract shall be in writing and shall be executed by the parties and approved by the Board in the same manner as the Contract.

3.24.2 A change which does not materially effect the scope of work, period of performance, compensation, method of payment, insurance or other material term or condition of the Contract shall be effective upon the Director or his authorized representative and the Contractor signing an amendment or other writing reflecting a modification of the Contract.

3.24.3 The Director or authorized representative may, in his or her sole discretion, grant the Contractor extensions of time for performance of the work where such extensions do not materially effect the work. Such extensions shall not be deemed to extend the term of the Contract.

3.25 PROPRIETARY RIGHTS. All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by the Contractor under the Contract are the property of the County, and the Contractor agrees to take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this paragraph shall survive the expiration or other termination of the Contract.

3.26 TIME. Except as specifically otherwise provided in the Contract, time is of the essence in the performance of the Contract work and all terms and conditions of the Contract with respect to such performance shall be so construed.

3.27 AUTHORIZATION. The Contractor represents and warrants that its signatory to the Contract is fully authorized to obligate the Contractor for performance of the Contract work, and that all necessary acts to the execution of the Contract have been performed.

3.28 COMPLIANCE WITH COUNTY LOBBYING REQUIREMENTS

3.28.1 The Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160.

3.28.2 Failure on the part of the Contractor or any County lobbyist or County lobbying firm retained by the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend the Contract notwithstanding the opportunity to cure otherwise made available under Section 3.16.

3.29 CONSIDERATION OF HIRING COUNTY EMPLOYEES ON A REEMPLOYMENT LIST OR TARGETED FOR LAYOFFS

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this agreement.

3.30 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

Should the Contractor require additional or replacement personnel after the effective date of the agreement, contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum

qualifications for the open position. County will refer GAIN/GROW participants, by job category, to Contractor.

3.31 COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

3.31.1 Contractor's Warranty of Adherence to County Child Support Compliance Program. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (41 USC Section 653a) and California Unemployment Insurance Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

3.31.2 Termination for Breach of Warranty to Maintain Compliance with County Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in the preceding Section 3.31.1 "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Contract pursuant to Section 3.16 "County's Remedies for Default."

3.31.3 Voluntary Posting of "Delinquent Parents" Poster. Contractor acknowledges that County places a high priority on the

enforcement of child support laws and apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County contractors to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County District Attorney will supply Contractor with the poster to be used.

3.32 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

3.32.1 The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification Form P-10, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

3.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT

3.33.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

3.33.2 The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time which generally will not exceed five years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

3.33.3 The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a contract with the County or any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

3.33.4 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

3.33.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3.33.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

3.33.7 If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for

review of the debarment determinations to reduce the period of debarment or terminate the debarment. The County may, in its sole discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) an other reason that is in the best interest of the County.

3.33.8 The Contractor Hearing Board will consider a request for review of debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the processed decision and recommendation of the Contractor Hearing Board.

3.33.9 These terms shall also apply to Subcontractors of County Contractors.

3.34 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME TAX CREDIT. Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the federal Earned Income Tax Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit 5).

3.35 CONTRACTOR TO USE RECYCLED PAPER. Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to maximum extent possible on all applicable work performed under this Contract.

3.36 COMPLIANCE WITH JURY SERVICE PROGRAM.

3.36.1 Jury Service Program. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

3.36.2 Written Employee Jury Service Program.

3.36.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.

3.36.2.2 For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full time. Full-time employees providing short-term, temporary services of 90 days or

less within a 12-month period are not considered full time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under this Contract, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3.36.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

3.36.2.4 Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

3.37 SAFELY SURRENDERED BABY LAW

3.37.1 Notice to Employees Regarding the Safely Surrendered Baby Law. The Contractor shall notify and provide to its employees, and require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit 6 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

3.37.2 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law.

The Contractor acknowledges that the County places high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

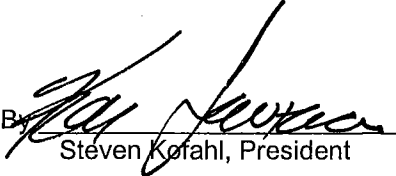
3.38 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF A CONTRACT

Contractor shall have no claim against County for payment of money or reimbursement of any kind whatsoever for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

Marina del Rey Water Bus Contract

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused this Contract to be subscribed by the Chair of said Board and attested by the Executive Officer thereof, and the Contractor, by its duly authorized representative, has executed the same, as of the day, month, and year set forth below.

Pacific Adventure Cruises, Inc

By 
Steven Kofahl, President

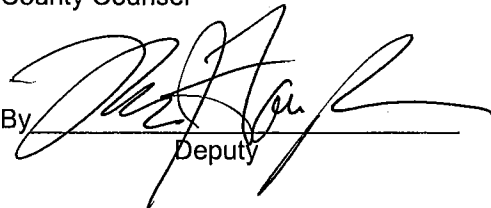
By _____
Mayor, Board of Supervisors

SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER JR.
County Counsel

By 
Deputy

**REQUEST FOR PROPOSAL FOR MARINA WATER BUS SERVICE
OFFER TO PERFORM AND PRICE PROPOSAL**

Proposer: Pacific Adventure Cruises
4712 Admiralty Way #257
Marina del Rey, CA 90292

310 577 9177 fax 310 577 9179

TO: Stan Wisniewski, Director, Department of Beaches and Harbors

Proposer, responding to the Request for Proposal (RFP) issued by the Los Angeles County Department of Beaches and Harbors, offers to provide water shuttle services in Marina del Rey on the terms and conditions for the performance of this work that are set forth in the RFP. Such services shall be performed during an initial term commencing on June 30, 2006 and ending on September 4, 2006 with two two-year option renewal extensions.

The compensation for Proposer's services shall be in accordance with the rates set forth for such work on Page 2 of this form, subject to limitations provided in the Contract.

The proposal is Not subject to any additional conditions.

This offer shall be irrevocable for a period of 120 days after the final date for submission.

Proposer is a California Corporation with a principal place of business in Marina del Rey, CA.

Authorized agent for service of process in California:

Steven Kofahl, 23444 Gilmore St., West Hills, CA 91307 818 347 3288

The Proposer represents that the person executing this offer and the following persons are individually authorized to commit the Proposer in any matter pertaining to the proposed contract:

Captain Ken Lawrence, 13717 Fiji Way, Marina del Rey, CA 90292 310 577 9177

Dated: March 1, 2006

Proposer's signature: Steven Kofahl

Steven Kofahl, President 818 347 3288

Price Proposal

The Marina WaterBus Service using vessels provided by the contractor will require up to four vessels with a minimum of one operator per vessel and one employees at each of the six docking locations to assist in ticketing, collection of fares , boarding and unloading of passengers. More than one operator may be required depending on the size of the proposed vessels. The proposed hours of service will be every Friday from 5:00pm to midnight, every Saturday from 11:00am to midnight and every Sunday from 11:00am to 9:00pm and four Thursday nights from 5:00pm to midnight. In addition, the county will require the service on two Mondays, July 3, 2006 and Labor Day September 4, 2006 from 11:00am to 9:00pm and Tuesday July 4, 2006 from 11:00am to midnight.

The one-year Contract (two two-year option renewal extensions-Schedule to be determined upon renewal at the Director's discretion) will cover the summer months, between June 30, 2006 to September 4, 2006

Annual Staffing and Hours

<u>Day</u>	<u>Hours per Day**</u>		<u>Weeks</u>		<u>Staff</u>	<u>Total Hours</u>	
Friday	7.5	X	10	X	Operators	2	150
					Deckhands	6	450
Saturday	13.5	X	10	X	Operators	3	405
					Deckhands	6	810
Sunday	10.5	X	10	X	Operators	3	315
					Deckhands	6	630
Thursday	7.5	X	4	X	Operators	4	120
					Deckhands	6	180
Monday	10.5	X	2	X	Operators	3	63
					Deckhands	6	126
Tuesday	13.5	X	1	X	Operators	4	54
					Deckhands	6	81
						Total	3384

<u>Annual Proposed rate</u>		
<u>Operating Hours</u>	<u>Proposed Hourly Rate</u>	<u>Annual Compensation</u>
Water Bus Operator	1107	\$125.00
Docking Assistants	2277	\$52.00
Total:	3384	\$256779.00

The cost of providing all other contractual services and support staff, as well as overhead, risk items or any other expenses to provide this service should be reflected in the quoted hourly rate for the two positions (Operator & Dockhands).

*The price quotation is used for rating purposes only. Because the county may require increases or decreases in water shuttle services during the term of the Contract, the actual compensation is likely to vary from the price quotation. Any additional hours of operation will be compensated at the quoted hourly rates. Any decrease in the hours of operation will result in a corresponding decrease in compensation based on the quoted hourly rates.

** Hours per Day includes 30 minutes for contractor set up/shut down.

WORK PLAN

Provide a complete description of the approach your company will take with respect to the County's needs for this water shuttle service Contract as identified in the RFP

1. SUPERVISION. Show the job titles, names and experience of key employees responsible for planning, supervising and inspecting the Contract work. (Attach Resumes if available.)

POSITION	NAME	EXPERIENCE
Contractor's Representative	Ken Lawrence	See resume
Supervisors:	Erik Erickson	See resume
	Jeff Gunn	See Resume

2. SUPPLIES, MATERIALS AND VESSELS.

For a detailed description of the vessels used see attachment.

The four vessels to provide this service are as follows:

Electric Lady	49 passenger electric hybrid pontoon deck boat
Miss Havasupai II	30 passenger electric hybrid pontoon deck boat
Yellowfin	20 passenger water taxi
Miss Christi	58 passenger crew baot

All personal will be provided with a uniform shirt and jacket. Communication between vessels, dock attendants and harbor operations will be on VHF marine radio. Should on-call service be scheduled as in previous years, the boats may be called on VHF channel 7 or by county provided cell phones.

3. OPERATIONAL PLAN

Describe or attach your plan for scheduling waterbus operators and assistants, transporting them to job sites, keeping them supplied, and supervising them to ensure quality customer service. In addition, describe your plan for scheduling service with the desired parameters outlined in section 2.3.2 of the sample contract, i.e., how long between stops, how long each stop, etc.

On June 12, 1996 Pacific Adventure Cruises was granted a certificate of Public Convenience and necessity as a vessel common carrier, No.VCC-78 enabling us to transport persons and baggage between Marina del Rey and all points on Catalina Island by the Public Utilities Commission. In April 2003 we filed for an amendment to our PUC permit requesting that Water Taxi Service be added to the permit within Marina del Rey harbor. This amendment was approved by the PUC effective June 19, 2003. We have been operational within the standards established by the PUC with an impeccable safety record. During the summer months of 2002 we were selected to provide water taxi service for the Marina Coastlink Project funded by Environment Now. Then in 2003 we were selected as a contractor for Los Angeles County Beaches and Harbors providing WaterBus service in the Harbor. Pacific Adventure Cruises was then selected to provide the same service for the 2004-2005 season as well.

Operational plans will be similar to previous years. Reporting times will be 30 minutes prior to the start of the service. The operational hub will be from our dockside office located in Fisherman's Village, 13717 Fiji way Marina del Rey. Equipment and staff will be transported by boat to each of the stops. Shifts will be 5 or 6 1/2 hours in length. Therefore on Saturday and Sunday there will be a morning and evening shift. Breaks for dock attendants can be accomplished while a boat is dockside and relief made by the boat's Captain. Boat crews can relieve each other while under way or while at dockside, waiting for passengers. Vessels will NOT have public restroom facilities.

Sample schedule

3 boat operation

11:00	depart Fisherman's Village
11:15	depart Chace Park
10:30	depart Fire Station
10:45	depart Mother's Beach
11:05	depart Dolphin Marina
11:20	depart Marina Harbor

With 3 vessels in operation, there should be vacant stop between each boat. Times can be adjusted based on passenger volume. If no people need to get on or off a boat at a stop, the vessel will continue without stopping. This will make the travel times between stops shorter and provide better service.

During high volume situations and concert nights, boats will be dedicated to transporting people from specific stops using the Park as a hub. This will effectively move a greater number of passengers to their destination with lower travel times.

Line supervision of dock personnel will be handled by a senior boat captain and by the Port Captain. Tickets will be distributed and the monies collected will be the responsibility of the senior captain upon the conclusion of each shift. Logs will be maintained on each vessel listing the time and location of each boarding. This statistical information will be made available by e mail to the county weekly.

5. METHODS. Describe or attach a description of the methods your employees will use to provide Contract Services. What methods will you use for ticket control, including sales, counting, money handling and ensuring the customers ride no more than one trip for each ticket purchased. Also include any plan to expand customer service, i.e. enhancing comfort such as cushioned seats, etc.

Tickets will be sold by dock attendants and collected upon boarding by the boat operators. Each docking location will have a designated color ticket. Rules and information will be provided to passengers upon the sale of the ticket while the passenger is waiting to board the boat. Boat Captains will determine the stop for each passenger boarded. This will ensure that each passenger rides one trip per purchased ticket.

Ticket control and monies will be closed out at the end of each shift. Captains will collect monies and unsold tickets, recap the sales and passenger counts. These recap sheets shall be available during office hours for review at any time during this contract period.

Emergencies and passenger disputes shall be handled by the vessel captain. Contact with emergency personnel shall be via VHF Marine radio on Ch 16. Situation requiring the assistance of the Sheriff's Dept, Fire Dept, or Lifeguard shall be documented in writing and available within 24 hours of the incident by the senior captain on duty.

Customer service will be expanded by providing a variety of vessels to choose from. Many passengers like the open air of the Yellowfin. Seating areas have been equipped with seat cushions. Other vessels, Electric Lady and the Havasupai II have covered passenger compartments. Each boat is outfitted with padded seating and sound system for a more enjoyable ride around the marina.

6. EMERGENCIES AND OVERTIME. How will you communicate with employees and schedule to cover urgent requests for unscheduled work or unforeseen changes in weather? What will your normal response time for emergency calls be?

Emergency changes in scheduling will be addressed immediately. There will be supervisors for each day of operation that could immediately cover any position. Should an emergency vacancy develop, the supervisor will cover the position until relief personnel arrive. Employee roster will be available at the office for call in situations. Employees not scheduled to work that day will be called in to cover vacancies. If the vacancies are on the second shift, day shift employees will be given the opportunity to work overtime.

QUALITY CONTROL PLAN

Provide a detailed description how you will ensure your employees provide the contract service in accordance with the Performance Requirement Summary and other Contract provisions. Attach or describe your Quality Control Plan, Explain the following:

- **A. Who will inspect the water bus operation and how often will it be Inspected?**

Vessels will be inspected daily by the boat crew noting any deficiencies in the ships Log. The US Coast Guard inspects each vessel annually and each vessel is subject to boarding and inspection at any time during its operation.

- **B. What steps will you take to correct deficiencies reported by the department or discovered by your inspector?**

Deficiencies will be corrected immediately or within the standards established by the Coast Guard. Should a serious problem be found that could not be corrected the vessel would be replaced by one of our other shuttles for the day or until the problem is solved.

- **C. If the department complains that the work has not been done adequately performed and requests immediate correction, how soon will your company respond?**

Action to correct deficiencies begins immediately upon notification or upon discovery.

- **D. How will you cover unexpected waterbus operator and supervisor absences?**

The company owner and the Port Captain are capable of covering any emergency leave situations. Both are licensed Captains and could cover any position in this contract. Relief personnel would be summoned to work from an on-call roster and cover any vacancies. Overtime is authorized to cover behind sick call ins and other shift shortages.

- **E. If you have a written quality control plan, inspection plan or written procedures for your staff and supervisors, please attach them.**
- **F. How will you ensure the passenger count taken as specified in your operational plan and submitted in your reports to the Department will reflect an accurate count?**

The ships passenger logs and ticket stubs compared to the number of tickets sold by each dock attendant. The money turned in by dock attendants as well as the number of tickets sold is compared to the logs of each water taxi. This simple procedure ensures the integrity of the dock attendant's ticket and money count. The statistical information is obtained from the combination of the ticket count and boat log and submitted by e mail to the department at the conclusion of each weekend or weekend and holiday. Season pass holders are counted in a separate column by the Captain.

Ce Friday 9-23-05

5:00pm - 11:00pm	Yellowfin	Coastlink	Capt Jeff Gunn
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Saturday 9-24-05

10:30am - 6:00pm	Electric Princess	Coastlink	Capt Lee W.
10:30am - 6:00pm	Yellow Fin	Coastlink	Capt Kacy
5:30pm - 12:30pm	Electric Princess	Coastlink	Capt Jeff Gunn.
5:30pm - 12:30pm	Yellow Fin	Coastlink	Capt Andre

10:30am - 6:00pm	Fishermans V.	Aron	5:30pm - 12:30am	Fishermans V.	Lilian
	Marina Beach	Kel		Marina Beach	Kel
	Dolphin Marina	Cesar		Dolphin Marina	Cesar
	Chace Park	Abraham		Chace Park	Abraham
	Fire Station	Brandon		Fire Station	Robert
	Marina Harbor	Sal		Marina Harbor	Sal

Sunday 9-25-04

10:30am - 6:00pm	Electric Princess	Coastlink	Capt Lee W.
10:30am - 6:00pm	Yellow Fin	Coastlink	Capt Kacy
5:30pm - 10:30pm	Electric Princess	Coastlink	Capt Lee
5:30pm - 10:30pm	Yellow Fin	Coastlink	Capt Andre

10:30am - 6:00pm	Fishermans V.	Cloe	5:30pm - 10:30am	Fishermans V.	Pappy
	Marina Beach	Lilian		Marina Beach	Brandon
	Dolphin Marina	Cesar		Dolphin Marina	Abraham
	Chace Park	Kel		Chace Park	Kel
	Fire Station	Chris H.		Fire Station	Chris H.
	Marina Harbor	Sal		Marina Harbor	

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Dec

10

11pm-12pm				
F. Village				
Park				
Fire				
Beach				
Dolphin				
M. Harbor				

11am-12pm					12pm-1pm					1pm-2pm					2pm-3pm				
F. Village					F. Village					F. Village					F. Village				
Park					Park					Park					Park				
Fire					Fire					Fire					Fire				
Beach					Beach					Beach					Beach				
Dolphin					Dolphin					Dolphin					Dolphin				
M.Harbor					M.Harbor					M.Harbor					M.Harbor				

[illegible]

7pm-8pm				8pm-9pm				9pm-10pm				10pm-11pm			
F. Village				F. Village				F. Village				F. Village			
Park				Park				Park				Park			
Fire				Fire				Fire				Fire			
Beach				Beach				Beach				Beach			
Dolphin				Dolphin				Dolphin				Dolphin			
M.Harbor				M.Harbor				M.Harbor				M.Harbor			

[illegible]

ADA Ridership:

Notes:

PROPOSER'S BUSINESS AND FINANCIAL SUMMARY

1. List the governmental agencies and private institutions for which your firm has provided water bus services during the last five years. (At least 5 years' experience in the field must be demonstrated)

Start	End	Name of Client	Address of client	Contact person	Phone
May-02	Sep-02	Environment Now	2515 Wilshire Bl, Santa Monica, Ca 90304	Dave Myerson	310.829.5568
May-03	Sep-03	LA Co Beaches & Harbors	13837 Fiji Way, Marina del Rey, CA 90292	Joseph Chesler	310.305.9533
Mar-95	Current	Naturalist at Large	PO Box 3517, Ventura CA 93006	Mary Beth Terrant	805.642.2692
Aug-00	Current	Camp del Corazon	11615 Hesby St, N. Hollywood, CA 91601	Lisa Knight	818.754.0312
Mar-91	Current	Boy Scouts of America	16525 Sherman Way C-8, Van Nuys, CA 91406	Jon Mackenzie	818.785.8700
Sep-98	Current	Sierra Club	16104 Lancewood, Hacienda Heights, CA 91745	Steve Feld	626.968.2264
May-95	Current	Ala Costa Divers	57 California, Orinda, CA 94563	James Rockafellow	510.287.1412

2. How many full-time workers does your firm employ ? 1

3. Attach an organizational chart or describe the organization of your firm:

We will utilize a full time Port Captain and a compliment of part-time per diem employees.

4. Credit References. List at least three recent credit or financial references:

Name	Address	Business relationship	Contact	Phone
Marina fuels	1 Bora Bora Way, Marina del Rey, CA 90292	Fuel Supplier	Randy Goslee	310.823.2444
Cal Fed	22000 Ventura Blvd, Woodland Hills, CA 91364	Bank	Todd Barnes	800.843.2265
Shoreline Leasing	13717 Fiji Way, Marina del Rey, CA 90292	Vessel Leasing	Ken Lawrence	310.577.9177
First Bank & Trust	4519 Admiralty Way, Marina del Rey, CA 90292	Bank	Lajuana Hamada	310.823.4545

3. EVIDENCE OF INSURABILITY. Attach a letter of commitment, binder or certificate of current insurance coverage meeting the limits and other requirements of section 3.9 of the contract.

See Attachment

REQUEST FOR PROPOSALS -- PROPOSER'S CERTIFICATION

On behalf of Proposer PACIFIC ADVENTURE CRUISES, the undersigned certifies, declares and agrees as follows:

1. Absence of Any Conflict of Interest. The Proposer is aware of the provisions of Section 2.180.010 of the Los Angeles County Code and certifies that neither Proposer nor its officers, principals, partners or major shareholders are employees of either the County or another public agency for which the Board of Supervisors is the governing body or a former employee who participated in any way in the development of the Contract or its service specifications within 12 months of the submission of this Proposal.

2. Independent Price Determination. The Proposer certifies that the prices quoted in its Proposal were arrived at independently, without consultation, communication, or agreement with any other Proposer for the purpose of restricting competition.

3. Compliance with County Lobbyist Ordinance. The Proposer is familiar with the requirements of Chapter 2.160 of the Los Angeles County Code. All persons acting on Proposer's behalf have complied with its provisions and will continue to do so pending and subsequent to the award of the Contract by the Board of Supervisors.

4. Antidiscrimination.

(a) In accordance with Section 4.32.010.A of the Los Angeles County Code, all persons employed by the Proposer, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States and the State of California. The following policies and procedures shall be in force and effect over the Contract term: (1) a written policy statement prohibiting discrimination in all phases of employment; (2) periodic self-analysis or utilization analysis of Proposer's work force; (3) a system for determining if Proposer's employment practices are discriminatory against protected groups; and (4) where problem areas are identified in employment practices, a system for taking reasonable corrective action to include establishment of goals or timetables;

OR:

(b) Proposer is exempt from the provisions of Section 4.32.010 because the Contract is for the performance of professional, scientific, expert or technical services of a temporary and occasional character involving only a single individual or an individual or a firm employing less than 10 persons in connection with the performance of such Contract.

5. Consideration of GAIN/GROW Participants for Employment. As a threshold requirement for consideration for Contract award, Proposers shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for Contract award.

☐ Proposer has a proven record of hiring GAIN/GROW participants (subject to verification; attach proof);

OR:

☐ Proposer is willing to consider GAIN/GROW participants for any future employment opening and to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available.

On behalf of Proposer, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

STEVEN A. KOFAHL
Name

PRESIDENT
Title

Steven A. Kofahl
Signature

March 1, 2006
Date

County of Los Angeles – Community Business Enterprise Program (CBE)

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

- ☐ I AM NOT ☐ A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
- ☐ I AM _____
- ☒ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number : 11405001

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Non-Profit ☐ Franchise
☐ Other (Please Specify) _____

Total Number of Employees (including owners): 4

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owner/Partners/ Associate/Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White	2	1	1			

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	60 %
Women	%	%	%	%	%	33 %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:

If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date
STEVEN A. KOFAHL	Steven A. Kofahl	PRESIDENT	3-1-06

PRINCIPAL OWNER INFORMATION FORM

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the CSSD information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the CSSD is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832-7277 or (323) 832-7276

Contractor Name or Association Name as Shown on Bid or Proposal: PACIFIC ADVENTURE CRUISES

Contractor or Associated Member Name, if Contractor is an Association: _____

Contractor or Associated Member Address: 4712 ADMIRALTY WAY #251

MAZINA DEL REY, CA 90292

Telephone: 310 577 9177

FAX: 310 577 9179

County Department Receiving Bid or Proposal: _____

L.A. CO. BEACHES & HARBORS

Type of Goods or Services To Be Provided: WATERBUS

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I. ☐ No natural person owns an interest of 10 percent or more in this Contractor.
II. ☒ Required Principal Owner Information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received from Contractor
1.	<u>STEVEN A. KOFAHL</u>	<u>PRESIDENT</u>	[YES] <input type="checkbox"/> [NO] <input checked="" type="checkbox"/>
2.	<u>DAVID KOFAHL</u>	<u>TREASURER</u>	[YES] <input type="checkbox"/> [NO] <input checked="" type="checkbox"/>
3.	<u>CAROL KOFAHL</u>	<u>SECRETARY</u>	[YES] <input type="checkbox"/> [NO] <input checked="" type="checkbox"/>

I declare under penalty of perjury that the foregoing information is true and correct.

By Steven A. Kofahl Date: March 1, 2006
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

STEVEN A. KOFAHL
(Print Name)

PRESIDENT
(Print Title/Position)

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CSSD AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name) STEVEN KOFNHL hereby submit this certification to the (County department) BEACHES & HARBORS, pursuant to the provisions of County Code Section 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal), MARINA DEL REY WATERBUS - PACIFIC ADVENTURE CRUISES, an independently owned or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address) 4712 ADMIRALTY WAY #257, MARINA DEL REY CA is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 1ST day of MARCH 2006 (Month and Year)

at: MARINA DEL REY, CA 90812 310 577 9177
(City/State) (Telephone No.)

by: Steven Kofahl
(Signature of a Principal Owner, an officer, or manager responsible for submission of the Proposal to the County.)

Copy to: Child Support Services Department
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 869-0634

Telephone: (323) 832 7277 or (323) 832-7276

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Bidder is excepted from the Program.

Company Name: <u>PACIFIC ADVENTURE CRUISES</u>			
Company Address: <u>4712 ADMIRALTY WAY #257</u>			
City: <u>MARINA DEL REY</u>	State: <u>CA</u>	Zip Code: <u>90292</u>	
Telephone Number: <u>310 577 9177</u>			
Solicitation For (Type of Services): <u>WATERBUS - MARINA DEL REY</u>			

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☒ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: <u>STEVEN A. KOFAHL</u>	Title: <u>PRESIDENT</u>
Signature: <u>Steven A. Kofahl</u>	Date: <u>March 1, 2006</u>

CHARITABLE CONTRIBUTIONS CERTIFICATION

PACIFIC ADVENTURE CRUISES
Company Name

4712 ADMIRALTY WAY #257, MARINA DEL REY, CA 90292
Address

95-4426003
Internal Revenue Service Employer Identification Number

N/A
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Steven A. Kofahl
Signature

March 1, 2006
Date

STEVEN A. KOFAHL, PRESIDENT
Name and Title of Signer (please print)